

## LEASE ADDENDUM

(for use with State of Maryland and Montgomery County leases)



Greater Capital Area Association of REALTORS® , Inc.

Special provisions attached to and hereby made a part thereof, the Lease dated January 1, 2050 , for the property located at SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE , Maryland between SAMPLE, SAMPLE , Tenant, and SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE/SAMPLE , Landlord/Agent.

The provisions of this addendum shall supercede any provisions to the contrary in the Lease.

**The following paragraph 1. applies to ALL residential leases in the State of Maryland and must be used in conjunction with ALL Maryland lease forms.**

1. This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoked detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.

**The following paragraphs 2-9 apply only to Montgomery County, Maryland residential.**

2. SECURITY DEPOSIT. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of Nine Billion Nine Hundred Ninety-Nine Million Nine Hundred Dollars (\$ 9,999,999,999.00 ), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied to any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, his family, guests, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and he shall not apply the same as the last month's rent. This lease agreement shall also serve as a receipt for the security deposit. In accordance with Maryland law, the security deposit shall be deposited in a federally insured banking or savings institution within the State of Maryland in an insured certificate of deposit or account that is devoted exclusively to security deposits; said deposits shall be made within thirty (30) days after receipt of said funds.

Within Forty-Five (45) days after the end of the tenancy, the Landlord shall return the security deposit to the Tenant together with simple interest thereon which shall have accrued in the amount of the rate specified by statute, less any damages rightfully withheld. Interest shall accrue thereon at Six (6) month intervals from the day the Landlord deposits the security deposit to the required interest-bearing account, within thirty (30) days after receipt. It is understood that interest shall not compound, and that interest shall be payable only on security deposits of Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the Security Deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.

If any portion of the security deposit is withheld, the Landlord acknowledges his obligation to present by First Class Mail directed to Tenant's last known address, within Forty-five (45) days after the termination of tenancy, a written list of the damages claimed together with a statement of the cost actually incurred and any unused portion of the security deposit.

**PROVIDED, HOWEVER**, that notwithstanding the above provisions of Section 4, in the event the Tenant has been evicted or ejected for non-payment of rent or for breach of a condition or covenant of the lease prior to the termination of the tenancy, or in the event the Tenant has abandoned the premises prior to termination of the tenancy, the Tenant and the Landlord have the following duties with respect to the security deposit:

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a. The Tenant must first demand return of the security deposit by giving to the Landlord written notice by first class mail within Forty-Five (45) days of being evicted, or ejected, or of abandoning the premises. The notice shall specify the Tenant's new address.

b. Within Forty-five (45) days of the receipt of the notice from the Tenant to the Landlord, the Landlord shall send written notice to the Tenant by first class mail which contains a written list of damages claimed by the Landlord, as allowed by law, together with a statement of the costs actually incurred and the Landlord shall return the security deposit to the Tenant together with simple interest in the amount specified by statute, less any damages rightfully withheld.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

In the event of a sale of the property upon which the premises are situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee. After the transfer is made and after written notice of same is given to the Tenant with the name and address of the transferee, Landlord/Agent is released from all liability for the return of the security deposit and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assignee or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to the Tenant for the maintenance of the security deposit as required by law.

### 3. SMOKE DETECTORS

a. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

b. **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.**

### 4. LANDLORD/AGENT ACCESS TO PREMISES

a. The landlord may enter the dwelling unit after giving due notice (24 hours) to the Tenant and the Tenant has not unreasonably objected, to: make necessary repairs, decorations, alterations or improvements, supply services only by mutual agreement during normal business hours, except in an emergency; or exhibit the dwelling unit to prospective buyers, mortgagees, or tenants only during normal business hours, including weekends, except as the Landlord and Tenant otherwise agree. Landlord/Agent may enter the dwelling unit immediately without notice to Tenant in an emergency situation.

b. Landlord/Agent may enter the dwelling unit after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection; or when the Landlord has good cause to believe that the Tenant may have damaged the dwelling unit.

c. During the last two (2) months of the term of this Lease or any extension thereof, Landlord/Agent may put the premises on the market for sale or rent and may place a "For Rent" or "For Sale" sign on the premises. Tenant agrees to cooperate with Landlord or his Agent in showing the property. Tenant is advised that on occasion he or she may be asked to exhibit the premises on less than twenty-four (24) hours notice.

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5. **EVICTON ASSISTANCE.** When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice or beginning any judicial proceeding to regain the leased premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs.

6. **RENT INCREASES**

a. **Frequency and Amount.** After the initial term of this Agreement, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. **Notice.** Two (2) months' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept less than the rent payment called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.

c. Each written rent increase notice must contain the following:

- (1) The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
- (2) The effective date of the proposed increase.
- (3) The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code.
- (4) A notice that the Tenant may ask the Department to review any rent increase that the tenant considers excessive.
- (5) Other information as the Landlord deems useful in explaining the rent increase.

d. Landlord cannot accept the rent payment less than that called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increase rent and holds over beyond the period specified in the quit and vacate notice. Landlord may immediately file suit to evict Tenant. The amount of rent due during this holding over period will be the increased rent.

e. **Acceptance.** Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must so notify the Landlord/Agent within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

7. **MILITARY CLAUSE.** In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this lease, and Tenant subsequently receives permanent change of station orders or temporary change of station orders for a period in excess of 3 months, including release from military service, Tenant's liability to pay rent may not exceed: (1) 30 days' rent after written notice and proof of the assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by the Tenant. This clause also applies to those persons who receive orders releasing them from military service.

8. **COURT AWARDED LEGAL FEES.** In an action by the Landlord to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If reasonable attorney's fees are awarded by the Court in a non-payment of rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. The Landlord is obligated to pay the tenant's attorney's fees awarded by a court after the court finds that the fees are reasonable if the tenant is the prevailing party in the legal action.

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9. RETALIATORY EVICTON

a. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to the Montgomery County Commission on Landlord-Tenant Affairs, or the director of the Department of Housing and Community Affairs, or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

b. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a Tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

Landlord/Owner:

Agent

\_\_\_\_\_  
Name **SAMPLE** Date

\_\_\_\_\_  
Name Date

Landlord/Owner:

\_\_\_\_\_  
Name Date

ALL TENANTS MUST SIGN BELOW :

\_\_\_\_\_  
Name **SAMPLE** Date

\_\_\_\_\_  
Name **SAMPLE** Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

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